

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Andri L. Council Jr.

Debtor

U.S. BANK NATIONAL ASSOCIATION  
(TRUSTEE FOR THE PENNSYLVANIA  
HOUSING FINANCE AGENCY)

Movant

vs.

Andri L. Council Jr.

Debtor

William C. Miller Esq.

Trustee

CHAPTER 13

NO. 17-12273 ELF

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$9,258.64, which breaks down as follows:

Post-Petition Payments:	November 2017 to July 2018 at \$893.00/month
Late Charges:	November 2017 to June 2018 at \$23.83/month
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$9,258.64

2. The Debtor shall cure said arrearages in the following manner;

a). Beginning on August 1, 2018 and continuing through April 1, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$893.00 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$1,028.74 from August 2018 to March 2019 and \$1,028.72 for April 2019 towards the arrearages on or before the last day of each month at the address below;

**PHFA**

211 North Front Street  
Harrisburg, PA 17101

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.


9. The undersigned seeks court approval of this stipulation.

10. The parties agree that a facsimile signature shall be considered an original signature.

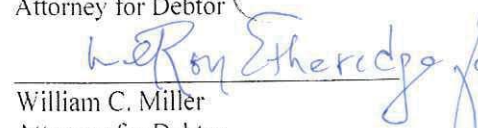
Date: June 29, 2018

By: /s/ Kevin G. McDonald, Esquire  
Kevin G. McDonald, Esquire

Date: 7.11.2018

  
Bradley E. Allen, Esquire  
Attorney for Debtor


Date: 7/25/2018

  
William C. Miller  
Attorney for Debtor

NO OBJECTION  
\*without prejudice to any  
trustee rights or remedies.

## ORDER

Approved by the Court this 30th day of July, 2018. However, the court retains discretion regarding entry of any further order.

  
Bankruptcy Judge  
Eric L. Frank